

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT MINNESOTA

Canadian Newstar Manufacture Co., Ltd.,

Plaintiff,

v.

Delavan AG Pumps, Inc.,

Defendant.

Case No. _____

COMPLAINT

Plaintiff Canadian Newstar Manufacture Co., Ltd. (“Plaintiff” or “Newstar”), by and through its undersigned counsel, brings this action against Defendant Delavan AG Pumps, Inc. (“Defendant” or “Delavan AG”) and alleges as follows.

I. PARTIES

1. Plaintiff Canadian Newstar Manufacture Co., Ltd. is a corporation organized under the laws of Canada with its principal place of business located in Canada.

2. Defendant Delavan AG Pumps, Inc. is a corporation organized under the laws of Minnesota with its principal place of business located at 1226 Linden Avenue, Suite 123, Minneapolis, MN 55403-1230.

II. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2) because the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between a citizen of a foreign state and a citizen of a state.

4. This Court has personal jurisdiction over the Defendant because Defendant is incorporated in and has its principal place of business in Minnesota.

5. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) because the Defendant principal place of business is in this district.

III. FACTUAL BACKGROUND

6. On various dates in 2022, Newstar supplied and delivered goods to Delavan AG as per their business agreement.

7. Newstar issued the following invoices to Delavan AG for the goods supplied:

- Invoice NSM2022-090: \$130,465.37 dated June 6, 2022
- Invoice NSM2022-101: \$165,825.44 dated July 5, 2022
- Invoice NSM2022-155: \$864.00 dated November 11, 2022
- Invoice NSM2022-159: \$194,926.73 dated December 5, 2022

Total amount invoiced: \$492,081.54

The invoices are attached as Group Exhibit A.

8. Delavan AG acknowledged the debt and proposed a payment plan on February 1, 2023, agreeing to pay the outstanding invoices by April 14, 2023.

9. To date, Delavan AG has only paid \$180,465.37, leaving an outstanding balance of \$311,616.17.

10. Despite repeated requests for payment, Delavan AG has failed and refused to pay the remaining balance due to Newstar.

COUNT I: BREACH OF CONTRACT

11. Newstar incorporates by reference the allegations contained in paragraphs 1 through 10 as if fully set forth herein.

12. A valid and enforceable contract existed between Newstar and Delavan AG, wherein Newstar agreed to supply goods, and Delavan AG agreed to pay for those goods.

13. Newstar performed all of its obligations under the contract by supplying the goods to Delavan AG.

14. Delavan AG breached the contract by failing to pay the full amount due under the invoices.

15. As a direct and proximate result of Delavan AG's breach, Newstar has suffered damages in the amount of \$311,616.17, plus interest and costs.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Canadian Newstar Manufacture Co., Ltd. respectfully requests that this Court enter judgment in its favor and against Defendant Delavan AG Pumps, Inc. as follows:

- A. For damages in the amount of \$311,616.17;
- B. For pre-judgment and post-judgment interest as allowed by law;
- C. For costs of this action; and
- D. For such other and further relief as this Court deems just and proper.

Dated: October 25, 2024

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